IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGMENT NO.49 OF 2003
IN
SUMMARY SUIT NO.2301 OF 2002

Macneill Engineering Ltd. ....Plaintiff

V/s.

Prashant Patni, Prop.Patni Leasing and Finance ....Defendant

Mr.H.R. Shetty for the Plaintiff.

Ms.Jain Mateshe for the Defendant.

CORAM : S.J. VAZIFDAR, J.
DATED : 7TH JUNE, 2005.

P.C. :

1. The suit is filed to recover the price of the goods sold and delivered under three suit invoices. That goods were sold and delivered is not disputed. That goods were retained by the Defendant is not disputed. Nor is there any dispute regarding the price of the goods.

2. The only defence is that the goods supplied by the Plaintiff were defective. Reliance in this regard is placed on a letter dated 12th July, 2001

(Exhibit "A" to affidavit in reply). That however pertains to the goods sold under another invoice in respect whereof no claim has been made and in fact payment for the same had already been made by the Defendant.

4. In the circumstances, there is no defence to the suit. The Summons for Judgment is made absolute. The suit is decreed as prayed. However, interest after the date of the suit shall be at the rate of 12% p.a.

5. Refund as per rules.

. For the purpose of refund of the court fees, the Prothonotary and Senior Master to act on an authenticated copy of this order.